

RESOLUTION NO. 2013-26

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING CODY & ASSOCIATES, INC., TO PROVIDE PROFESSIONAL PERSONNEL CONSULTING SERVICES; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT RELATED TO THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Manager has recommended that the Village retain the professional services of Cody & Associates, Inc., a Florida corporation (the "Consultant") to provide certain personnel consulting services (the "Services") for the Village; and

WHEREAS, the Consultant shall provide the Services to the Village pursuant to a Professional Services Agreement between Consultant and the Village; and

WHEREAS, the Village Council finds that retaining the Consultant to provide the Services and the approval of the Professional Services Agreement (the "Agreement") between Consultant and the Village is in the best interest of the Village.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

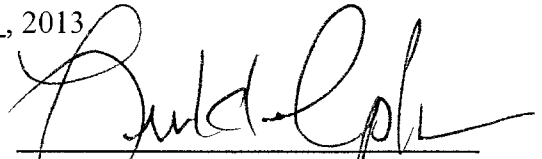
Section 1. **Recitals Adopted.** That each of the recitals stated above is hereby adopted and confirmed.

Section 2. **Consultant Selected.** That the Village hereby selects the Consultant to provide the Services as set forth in the Agreement.

Section 3. **Agreement Approved.** That the Agreement, in substantially the form attached hereto as Exhibit "A," between the Consultant and the Village is hereby approved and the Village Manager is authorized to execute the Agreement, once the Agreement has been approved by the Village Attorney as to form, content and legal sufficiency.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this 2nd day of July, 2013


MAYOR FRANKLIN H. CAPLAN

ATTEST:


CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


VILLAGE ATTORNEY





VILLAGE OF KEY BISCAYNE

Office of the Village Manager

MEMORANDUM

Village Council

Franklin H. Caplan, Mayor

Mayra P. Lindsay, *Vice Mayor* DATE: July 2, 2013

Michael W. Davey

Theodore J. Holloway

Michael E. Kelly

Ed London

James S. Taintor

TO: Honorable Mayor and Members of the Village Council

FROM: John C. Gilbert, Village Manager

Village Manager

John C. Gilbert

RE: Award- Request for Proposal Classification and Compensation Study

RECOMMENDATION

It is recommended that Village Council approve the accompanying Resolution and Agreement which provide for the formulation of job descriptions for each position within the Village detailing functional responsibilities together with a survey and detailed analysis of current compensation as compared to other regional municipalities based on comparable community size and private sector job markets.

BACKGROUND

At the May 14, 2013 Council Meeting, the Village Council authorized the Village Manager to accept Request for Proposals soliciting the services of qualified firms within the State of Florida which specialize in human resources functions. The closing date for the RFP was May 30th, 2013. The proposed contracted amount will be funded by the General Fund Reserved Carry-Forward line item.

The Village received two (2) responses to the RFP:

1. Cody and Associates, Inc. with a total bid of \$7,600
2. Evergreen Solutions with a total bid of \$26,000

It is recommended that the contract be awarded to Cody & Associates, see attached proposal as Exhibit "A".

Mr. Eduardo M. Soto from Weiss Serota Helfman Pastoriza Cole & Boniske prepared the attached Resolution and Agreement.

EXHIBIT "A"

VILLAGE OF KEY BISCAYNE AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 8th day of July, 2013, by and between the VILLAGE OF KEY BISCAYNE (the "VILLAGE") and Cody & Associates, Inc., a Florida corporation (the "CONSULTANT").

RECITALS:

The VILLAGE wants to engage the CONSULTANT to perform certain professional personnel services as specifically described in the proposal which is provided in Exhibit "A" to this Agreement ("Specified Services"). The CONSULTANT wants to provide such Specified Services.

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. SCOPE OF SERVICES

The CONSULTANT agrees to provide the Specified Services as set forth in Exhibit "A" upon written request from the Village Manager.

2. FEES FOR SERVICES

The CONSULTANT agrees to charge the VILLAGE for the Specified Services which are provided by CONSULTANT, a total fee Seven Thousand Six Hundred Dollars (\$7,600), subject to the terms of Section 8 hereof. CONSULTANT shall charge the VILLAGE the rate of \$95 per hour for services provide beyond the Specified Services, provided however that CONSULTANT must obtain the VILLAGE's prior written consent prior to performing any such services and shall specify to the VILLAGE that such services are not part of the Specified Services.

3. **TERM**

The duration of the term of this Agreement shall expire on October 1, 2013 unless extended by the Village Manager or earlier terminated pursuant to Section 8 hereof.

4. **RECORDS**

All original details, reports, work papers and other documents and plans that result from the CONSULTANT providing Specified Services shall be the property of the VILLAGE. Upon termination of this Agreement or upon request of the VILLAGE during the term of this Agreement, any and all such documents shall be delivered to the VILLAGE by the CONSULTANT.

5. **INSURANCE**

CONSULTANT shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to the VILLAGE, naming the VILLAGE as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the VILLAGE, its officials, employees, agents and volunteers naming the VILLAGE as additional insured. Any insurance maintained by the VILLAGE shall be in excess of the CONSULTANT'S insurance and shall not contribute to the CONSULTANT'S insurance. The insurance coverages shall include at a minimum the following amounts set forth in this Section 5:

(a) Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages

and eliminate the exclusion with respect to property under the care, custody and control of CONSULTANT. The General Aggregate Liability limit (including Products/Completed Operations) shall be in the amount of \$2,000,000.

(b) Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the CONSULTANT shall be allowed to provide Work pursuant to this Agreement who is not covered by Worker's Compensation insurance.

(c) Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

(d) CONSULTANT acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until final completion has been achieved for the Project, and all such Work shall be fully restored by the CONSULTANT, at its sole cost and expense, in accordance with the Agreement Documents.

(e) **Certificate of Insurance.** On or before the Effective Date of this and prior to commencing of any Work, Certificates of Insurance shall be provided to the VILLAGE, reflecting the VILLAGE as an Additional Insured. Each certificate shall include no less than (30) thirty-day advance written notice to VILLAGE prior to cancellation, termination, or material alteration of said policies or insurance. The CONSULTANT shall be responsible for assuring

that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the VILLAGE. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The VILLAGE reserves the right to inspect and return a certified copy of such policies, upon written request by the VILLAGE. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Acceptance of the Certificate(s) is subject to approval of the VILLAGE.

6. **ASSIGNMENT**

This Agreement shall not be assignable by the CONSULTANT.

7. **PROHIBITION AGAINST CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

8. **TERMINATION**

This Agreement may be terminated by the VILLAGE upon twenty days written notice with or without cause and by the CONSULTANT upon 45 days written notice with or without cause. If this Agreement is terminated by either party, the CONSULTANT shall be a prorated amount of the total fee as set forth in Section 2 hereof for all acceptable work performed up to the date of

termination, and any unearned fees which have been advanced by VILLAGE shall be refunded upon demand by Village.

9. **NONEXCLUSIVE AGREEMENT**

The services to be provided by the CONSULTANT pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the VILLAGE from engaging other firms to perform the same or similar services for the benefit of the VILLAGE within the VILLAGE'S sole and absolute discretion.

10. **ENTIRE AGREEMENT**

The parties hereby agree that this is the entire agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties. The Village Manager shall act for VILLAGE hereunder.

11. **WARRANTIES OF CONSULTANT**

The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services.

12. **NOTICES**

All notices and communications to the VILLAGE or CONSULTANT shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

Village:	John C. Gilbert
	Village Manager
	Village of Key Biscayne
	88 West McIntyre Street
	Key Biscayne, FL 33149

With a copy to:

Village Attorney
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.
2525 Ponce de Leon Blvd.
Suite 700
Coral Gables, Florida 33134

Consultant:

Cody & Associates, Inc.,
305 Jack Drive
Cocoa Beach, FL 32931

13. **GOVERNING LAW**

This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CONSULTANT:

Cody & Associates, Inc.,
a Florida corporation

By: N.E. Pellegrino
Name: N.E. Pellegrino
Title: Principal Partner

VILLAGE:

VILLAGE OF KEY BISCAIYNE
88 West McIntyre Street
Key Biscayne, FL 33149

By: [Signature]
John C. Gilbert,
Village Manager

Attest: [Signature]
Village Clerk

Approved as to Legal Sufficiency:

[Signature]
Village Attorney

EXHIBIT A SPECIFIED SERVICES

A. Classification Plan

1. Consultant to meet with staff to discuss study and agree on methodology and Position Questionnaire to be used.
2. Consultant to meet with Department Heads and staff to explain study and processes to be used.
3. Consultant to meet with employees to explain the study methodology.
4. Employees to complete Position Description Questionnaires (PDQ); supervisors, managers and/or department directors to review and comment. Copies of the completed PDQs will be returned to employees following supervisor, manager and/or department director review and comment.
5. Consultant to conduct interviews and/or job audits as appropriate. Interview and/or job audits may be conducted individually or in groups based upon classification.
6. Consultant to compare PDQ, interview and job audit results to existing job descriptions.
7. Consultant to update and/or create class specifications as needed to uniformly reflect distinguishing characteristics, essential job functions, minimum qualifications, working conditions, license requirements, regulatory requirements, standby/call-out responsibilities, etc., for all classifications.
8. Consultant to identify management, supervisory, professional, technical, and general employees, including FLSA status (exempt/non-exempt).
9. Consultant to draft and submit proposed class specifications for review by Village management.
10. Consultant to present proposed class specifications to employees and supervisors for review and receive and incorporate input prior to classification determination.
11. Consultant to finalize class specifications and recommend appropriate classification for each employee, including correction of identified discrepancies between existing and proposed classifications.

B. Compensation Survey

1. Consultant to survey cities based on a comparable community size and job market - both within and outside our economic area.
2. Consultant to conduct salary survey by comparing monthly maximum base salary for each existing classification.
3. Consultant to recommend appropriate salary range for each existing or proposed position in the Classification Plan and on the compensation survey results, and internal relationships and equity.
4. Consultant is to recommend salary range for each position based on median and mean salary of the comparable cities. In addition, consultant shall prepare a new salary plan using existing minimum-maximum Village salary ranges and/or step plans.

C. Study Conclusion

1. Consultant to prepare written report of recommendations, including discussion of methods, techniques and data used to develop the Classification and Compensation Plan.
2. Consultant to provide instructional information to allow Village staff to conduct individual salary audits and adjustments consistent with study methods until the next formal study is conducted.
3. Consultant to attend meetings, if requested, throughout the process with employees. The Village Manager and/or the Village Council to explain methodology, survey results and recommendations. The consultant should budget for attending Council meetings and meetings with employees.

COSTS FOR SERVICES

1. The Total Cost of the Comprehensive Classification and Compensation Study will not exceed Seven Thousand Six Hundred Dollars (\$7,600.00). This includes all costs and expenses for the Study.
2. The rate for providing extra work not specified in the contracted scope of work is \$95.00 per hour. Onsite billing begins when actual work begins onsite.
3. Above cost was calculated after consideration of recent work completed.

PROPOSAL FOR A
CLASSIFICATION and COMPENSATION STUDY

Village of Key Biscayne
2013



Cody & Associates, Inc.

MANAGEMENT CONSULTANTS

305 Jack Drive, Cocoa Beach, FL 32931
(321) 783-3720; FAX (321) 783-4353

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305 Jack Drive, Cocoa Beach, Florida 32931

(321) 783-3720; FAX (321) 783-4353

E-mail: CodyAssociates@aol.com

May 28, 2013

Conchita H. Alvarez, Village Clerk
Village of Key Biscayne
88 W. McIntyre St.
Suite 220
Key Biscayne, FL 33149

Dear Ms. Alvarez:

Cody & Associates, Inc. is pleased to submit this proposal to conduct a **Classification and Compensation Study** for the Village.

The approach to the project and detailed work plan is included in this proposal. We understand and can perform the scope of services requested and the assistance you require in this Study.

Cody & Associates, Inc. is well qualified to perform this project because of our experience in conducting similar studies for many other governmental clients in Florida. We understand statewide and nationwide trends in compensation and in job analysis systems.

Thank you for the opportunity to assist the Village in this study. We look forward to discussing our proposal with you in greater detail.

The person who is authorized to make representations for *Cody & Associates, Inc.* is: N.E. Pellegrino, Principal Partner; Address: 305 Jack Drive, Cocoa Beach, FL 32931; (321) 783-3720.

The terms, conditions, and prices for this study are valid for a period of one hundred twenty (120) days. Fee quotes for this study are enclosed in a separate sealed envelope attached to the original proposal.

Sincerely,



N. E. Pellegrino
Principal Partner

PROPOSAL FOR A CLASSIFICATION AND COMPENSATION STUDY

Village of Key Biscayne

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INTRODUCTION

Cody & Associates, Inc. is a Florida based and incorporated management consulting company which was established in 1969. Our Florida offices are located in Cocoa Beach and Lakeland, Florida. We are presently negotiating for a location in the North Miami area. The Cocoa Beach location will be the primary office for this project. *Cody & Associates, Inc.* has a Florida staff of six (6) Senior Consultants and five (5) support specialists and numerous support staff.

Cody & Associates, Inc. has provided Wage, Salary and Classification services to over 950 clients including industry and businesses; municipal, county, and state government agencies; public school systems; colleges and universities; trade associations; treatment centers; housing authorities; and, utility authorities throughout Florida.

Our company is known for its outstanding work product and works very closely with our clients to resolve their problems and fulfill their needs. *Cody & Associates, Inc.* communicates with our clients to render a personalized management consulting service. Each consulting project is under the direction of a Senior Partner of the firm.

ASSIGNED STAFF QUALIFICATIONS

It is important that you know the specific consultants to be assigned to the day-to-day conduct of the study. Regardless of the size of the organization selected, the consultants on the job will set the theme for the final product. Our resources will be organized in the following manner for this assignment.

NICHOLAS E. PELLEGRINO, Principal Partner, has a B.S. from Florida Southern College and a Master's Degree in Administration from the University of Miami. Nick will function as the Project Team Manager.

Mr. Pellegrino has been a Senior Partner since 1970 and specializes in the areas of personnel administration, organization and management studies, performance evaluation programs, supervisory training, management development and productivity studies. Nick works out of our Cocoa Beach Office, which will be the primary work site for the study.

He has worked with over 900 local public sector clients in the United States as our Project Manager and has installed over 900 studies and projects.

Nick's background includes over 40+ years' experience in human resource management positions with industry and government. He has served as an Employee Relations Manager for a large international airline, a major electronics industry, various government agencies, and a large public hospital (Jackson Memorial Hospital in Miami-Dade)

Mr. Pellegrino's specific responsibilities on this project:

- Direct the Project Management Plan
 - Work directly with the Client's staff on a day-to-day basis.
 - Authority to speak for the Consultant in all study areas.
 - Conduct the on-site analysis and develop recommendations.
 - Direct the data collection.
-

LINDA BUNTING, PHR Senior Consultant, has a Bachelor's in Business Administration from University of Phoenix.

Linda has over 12 years of professional experience in classification analysis, wage and salary administration, and benefit analysis and administration. Linda has been one of the principals of Cody & Associates, Inc. over the past seven years. Linda will be the Assistant Project Manager on this study.

Ms. Bunting's specific responsibilities on this project:

- Assist in the overall direction of the Project Plan.
 - Work directly with the client's staff.
 - Conducts data collection and develops recommendations.
 - Authority to speak for the Consultant in all study areas.
-

III

CLIENT LISTING

The following is a list of clients *Cody & Associates, Inc.* has provided services over the years. The projects include job analysis, position classification, ADA compliance, design and writing job descriptions, broadbanding, salary plan development, benefit surveys, performance appraisal, management studies, organization studies, staffing analysis, rules and regulations design and updating, etc.

BOARD OF COUNTY COMMISSIONERS

ALACHUA	MADISON
BAY	MANATEE
BREVARD	MARION
CITRUS	MARTIN
COLLIER	MONROE
DESOTO	NASSAU
DIXIE	OCALA
FLAGLER	ORANGE
GADSDEN	OSCEOLA
GLADES	PASCO
HAMILTON	PINELLAS
HARDEE	POLK
HERNANDO	PUTNAM
HIGHLANDS	ST. LUCIE
HILLSBOROUGH	SANTA ROSA
INDIAN RIVER	SARASOTA
JACKSON	SEMINOLE
LAFAYETTE	SUMTER
LAKE	TIFT, GA
LEON	VOLUSIA
LIBERTY, GA	

MUNICIPALITY GOVERNMENTS

APOPKA	INDIAN HARBOUR BEACH	POMPAÑO BEACH
ATLANTIC BEACH	INDIAN RIVER SHORES	PORT ORANGE
AUBURNDALE	INDIAN ROCKS BEACH	PORT ST. JOE
AVON PARK	INVERNESS	PORT ST. LUCIE
BARTOW	JACKSONVILLE	PUNTA GORDA
BELLEVUE	JUNO BEACH	QUINCY
BLOUNTSTOWN	JUPITER	RIVIERA BEACH
BOCA RATON	KISSIMMEE	ROCKLEDGE
BRADENTON	LAKE CITY	ROYAL PALM BEACH
CALLAWAY	LAKE MARY	SAFETY HARBOR
CAPE CANAVERAL	LAKE WALES	ST. CLOUD
CASSELBERRY	LAKELAND	ST. PETE BEACH
CLEARWATER	LAKE WORTH	SANIBEL
CLERMONT	LAUDERHILL	SARASOTA
COCOA	LYNN HAVEN	SEBASTIAN
COCOA BEACH	MARIANNA	SEBRING
COOPER CITY	MELBOURNE	SNELLVILLE, GA.
CORAL GABLES	MIAMI SHORES	SOUTHWEST RANCHES
CRYSTAL RIVER	MIAMI SPRINGS	STUART
DANIA	MILTON	SURFSIDE
DAYTONA BEACH	MIRAMAR	SUNRISE
DEERFIELD BEACH	MOUNT DORA	TALLAHASSEE
DELAND	NAPLES	TAMARAC
DELRAY BEACH	NEPTUNE BEACH	TARPON SPRINGS
DUNDEE	NEW PORT RICHEY	TAMPA
EDGEWATER	NEW SMYRNA BEACH	TAVARES
FELLSMERE	NORTH LAUDERDALE	TEMPLE TERRACE
FERNANDINA BEACH	NORTH MIAMI	TIFTON, GA
FLAGLER BEACH	NORTH PORT	TITUSVILLE
FORT MEADE	OAKLAND PARK	TREASURE ISLAND
FORT PIERCE	OCALA	VENICE
FORT WALTON BEACH	OLDSMAR	VERO BEACH
GAINESVILLE	ORMOND BEACH	WAUCHULA
GULFPORT	OAKLAND PARK	WILTON MANORS
HAINES CITY	PANAMA CITY	WINTER HAVEN
HALLANDALE	PARKER	WINTER PARK
HOLLY HILL	PEMBROKE PINES	WINTER SPRINGS
HOLLYWOOD	PLANTATION	
HOLMES BEACH	PLANT CITY	

OTHER COUNTY OFFICIALS

Bay Clerk of Courts	Osceola Property Appraiser
Bay Sheriff	Osceola Sheriff
Bay Tax Collector	Osceola Supervisor of Elections
Broward Sheriff	Osceola Tax Collector
Citrus Tax Collector	Palm Beach Tax Collector
Charlotte Property Appraiser	Pasco Tax Collector
Collier Clerk of Courts	Pasco Sheriff
Collier Tax Collector	Pasco Supervisor of Elections
Collier Property Appraiser	Polk Clerk of Courts
Gilchrist Clerk of Courts	Polk Property Appraiser
Hendry Tax Collector	Polk Tax Collector
Highlands Clerk of Courts	Santa Rosa Clerk of Courts
Highlands Property Appraiser	Santa Rosa Property Appraiser
Highlands Sheriff	Santa Rosa Sheriff
Highlands Tax Collector	Santa Rosa Tax Collector
Indian River Clerk of Courts	Sarasota Clerk of Courts
Indian River Tax Collector	Sarasota Property Appraiser
Lake Tax Collector	Sarasota Tax Collector
Lee Tax Collector	Seminole Property Appraiser
Manatee Property Appraiser	Seminole Tax Collector
Manatee Tax Collector	Volusia Clerk of Courts
Marion Clerk of Courts	Volusia Property Appraiser
Marion Property Appraiser	Volusia Sheriff
Monroe Clerk of Courts	
Monroe Property Appraiser	
Monroe Tax Collector	
Osceola Clerk of Courts	

SCHOOL DISTRICTS & COLLEGES

Brevard Community College	Jefferson School District
Broward Community College	Lake-Sumter Community College
Central Florida Community College	Manatee Community College
Daytona Beach Community College	Manatee School District
First Coast Technical College	Palm Beach Community College
Florida Gateway College	Polk Community College
Florida Keys Community College	Polk School Board
Florida Virtual School	Santa Rosa School District
Gulf Coast Community College	St. Johns River Community College
Highlands School District	St. Petersburg Junior College
Hillsborough Community College	Seminole Community College
Indian River School District	

PRIVATE SECTOR AND OTHER CLIENTS

Brevard Housing Authority	Fort Pierce Housing Authority
Cedar Hammock Fire District	Fort Pierce Utilities Authority
Citrus & Chemical Bank	Gainesville Housing Authority
Coordinated Benefits Plans, Inc.	Gainesville Regional Utilities
Daytona Beach Housing Authority	Heartland Private Industry Council
East Coast Migrant Program, Fl	Hillsborough Area Rapid Transit
East Coast Migrant Program, Va	Hillsborough Private Industry Council
Florida Assoc of Insurance Agents	Orlando-Orange County Expressway Authority
Florida League of Cities	Volusia TPO
Florida Tile	

IV

METHODS, PROCEDURES, AND CONSULTANT'S

APPROACH TO THE PROJECT

This section describes the work plan that *Cody & Associates, Inc.* will utilize for the project and includes specific tasks or steps. Our consultants will work closely with the Village's staff to ensure that they have complete understanding of the study.

In the proposed work plan the following tasks will be included:

- A. Introduction and Project Orientation
 - B. Coordination with Village Staff
 - C. Point Factor Job Evaluation System
 - D. Position Description Questionnaires
 - E. Employee Interviews/Position Evaluations
 - F. Preparation of Job Descriptions
 - G. Salary Survey/Market Pricing
 - H. Fair Labor Standards Act Review
 - I. Interpretation of Salary Data
 - J. Development of Pay Grades and Salary Structure
 - K. Analysis of Post Maximum Recommendations and Programs
 - L. Compensation Methodology
 - M. Preparation of Report
 - N. Staff and Employee Orientation and Training
 - O. Communication/Coordination Summary
 - P. Implementation and Follow-up Assistance
-

A. INTRODUCTION AND PROJECT ORIENTATION

1. The Consultant will conduct initial meetings with the Village's management staff and others. *Cody & Associates, Inc.* will discuss the current classification and pay plan, philosophy of compensation and pay administration and other specific areas of the project.
2. Our staff will conduct meetings with supervisors and key employees to explain the objectives and approach to the study (if desired).
3. All employees should be notified of the study by the Village requesting cooperation and explaining the scope of the project.

B. COORDINATION WITH STAFF

1. *Cody & Associates, Inc.* will meet with the Village's staff to clarify and finalize the scope of work and timetable.
2. The Consultant will meet with the Village's staff to discuss the methodology to be employed, and other project elements.
3. The Village's staff and the Consultant will discuss the benchmark positions and appropriate labor market to be surveyed during the study.
4. The present salary administration program will be reviewed during these meetings.

C. POINT FACTOR JOB EVALUATION SYSTEM

1. BASIC CONCEPTS

- a. The *Cody & Associates, Inc.* Point Factor Job Evaluation System is a logical, systematic and orderly method of gathering facts about jobs. It requires the application of value judgments in a standardized and understandable way. The objective is to insure consistency and equity of results in evaluating jobs.
- b. One purpose of this quantitative job evaluation system is to set the value of a position by determining a numerical score for each job based on job-related tasks, duties and conditions of work performed.
- c. All jobs are evaluated by a trained technician by assigning points to each factor using a set of job related factors.
- d. These factors are recognized criteria used to measure knowledge and skill requirements, supervision, responsibility for policy and methods, effect of actions, personal contacts on the job, responsibility for records and reports, and mental, physical and environmental demands.
- e. A range of degree levels is possible within each factor. The higher points correspond with higher degrees of difficulty and responsibility.
- f. The job related factors represent what are professionally considered to be "of value" in determining job worth.
- g. This Point Factor Job Evaluation System is similar to job evaluation systems

used for many years in both the private and public sectors. The system used by Cody & Associates, Inc. has been updated to include state-of-the-art technology and trends in comparable worth determination.

- h. The major function of the Point Factor Job Evaluation System is to make explicit which components of work are valued by the employer and to allow for the quantitative measurement of these components. It assists in justifying the policy of the employer with regard to pay and job value in an orderly system.

D. POSITION DESCRIPTION QUESTIONNAIRES

1. Cody & Associates, Inc. will provide a Position Description Questionnaire (PDQ) to be used in the job analysis and evaluation of positions specified in the RFP.
2. The Position Description Questionnaire will be submitted to and completed by all of the employees included in the study.
3. The PDQ will request employees to explain their position, duties, responsibilities and related job data.
4. Questionnaires will also be completed for all proposed and/or vacant positions.
5. The employee-originated Position Description Questionnaires will be routed to the supervisor of the employee for comments relating to the assigned job content of the position.
6. Management and supervisory staff will be asked to make comments concerning the duties of the position without discussing the abilities of the incumbent.

E. EMPLOYEE INTERVIEWS/POSITION EVALUATIONS

1. The objectives of the employee interviews will be to evaluate position duties, responsibilities and functions. Job audits will be made to:
 - a. Determine the relationship and comparable worth of each position to others in the Village's organizational structure.
 - b. Analyze the features of each position which distinguishes the levels of difficulty and responsibility between it and other positions in the study.
 - c. Supplement job information not clear in the Position Description Questionnaire.
 - d. Gain a more detailed understanding of the levels of responsibility in each unit.
 - e. Receive input from incumbents regarding the type of work and scope of duties assigned.
 - f. Receive information from the managers and supervisors about the relative levels of difficulty of jobs under their supervision.
 2. Each position will be evaluated either through a job audit, observation of work, analysis of the PDQ, discussion with the supervisor, or a combination of these job
-

analysis methods.

3. Positions will be analyzed utilizing the Point Factor Job Evaluation System. Cody & Associates, Inc. will evaluate each position based only on the job-related factors required to perform the duties of the position.
4. The Consultant will develop the structure for the Classification Plan based on results of the job analysis and evaluation (traditional or broad banding).
5. The Consultant will identify and relabel mis-labeled positions.
6. Out of place or misclassified positions will be identified and relocated.
7. Each position will be given a quantitative rating based upon our Point Factor Job Evaluation System.
8. All positions will be tentatively allocated (assigned) by our staff to specific classes based on the job analysis phase. The tentative allocation lists and job rankings (or broad banding) will then be reviewed with the Village's staff and others. If a further study of certain jobs or survey data is requested by the Village at this time, the Consultant will accomplish this task within the scope of the study.
9. All changes in classifications and pay grades shall also include proposed conversion methods for adopting the changes into the proposed system.
10. Conversion methods will include the financial costs to the Village of the various placements and possible other problems associated with placements.
11. Recommendations will be developed regarding employees who are topped out in their present classification.

F. PREPARATION OF JOB DESCRIPTIONS

1. The study shall insure that job descriptions match actual duties performed on the job. The Consultant will insure that the minimum qualifications are job related, nondiscriminatory and that the same standards of classifications are used across the various departments.
2. All job descriptions affected by the classification review shall be updated. The format will be designed with the Village's staff during the study.
3. The job descriptions will comply with all State and Federal guidelines, including the Department of Labor, Health and Human Services, the Equal Opportunity Commission Guidelines, and the Americans With Disabilities Act. The descriptions will be job related, without false barriers for employment or promotion, and pertain specifically to the tasks of the job. The minimum qualifications will be realistic and defensible.
4. Drafts of the position descriptions will be submitted to the Village for review prior to finalization. *The consultant will also provide completed descriptions on a compatible computer diskette (if desired).*

G. SALARY SURVEY/MARKET PRICING

The objective of this survey will be to determine what must be provided in terms of salaries

in order to be competitive with other employers recruiting in your labor market.

1. The Consultant will select "benchmark" classes from the classification plan to be utilized in the salary survey. These jobs will represent a cross-section of occupations and pay levels within the pay system. The benchmarks will include those occupations which can be accurately compared with other employers included in the survey.
2. In cooperation with the Village's staff, the relevant labor market to be surveyed will be identified. Some positions may be recruited in the local operating area and will be surveyed in the region. Jobs, which are recruited on a statewide, regional or national basis, will be identified and data collected from the appropriate employers.
3. *Cody & Associates, Inc.* will compile a list of salary survey participants. The Consultant will organize any required mailing to statewide, regional, or national employers, including the initial contact with participants and mailing of any survey instrument utilized.

H. FAIR LABOR STANDARDS ACT REVIEW

The consultants will analyze each job using the test in the Fair Labor Standards Act to determine which jobs are exempt or non-exempt from overtime compensation. The results will be included in the over-all recommended pay plan.

I. INTERPRETATION OF SALARY DATA

This is the most important step in the salary schedule design. Since the Consultant has conducted several similar studies for many similar agencies, *Cody & Associates, Inc.* understands what jobs are comparable, regardless of titles assigned.

The Consultant will provide a report showing results of the salary data and various statistical analysis of the information compiled.

J. DEVELOPMENT OF PAY GRADES AND SALARY STRUCTURE

1. Based on the job evaluation and analysis of the salary survey data, *Cody & Associates, Inc.* will design a salary structure for all jobs. This step will transform the data from the salary survey into specific salary ranges that progress in a regular manner across all levels.
2. Salary compression and other pay related problems will be addressed during this step. Recommendations will be developed to alleviate these conditions.
3. The Consultant will review the tentative salary ranges and pay grade assignments with the Village's staff.

K. ANALYSIS OF POST MAXIMUM RECOMMENDATIONS AND PROGRAMS

The consultant will recommend alternative methods/programs to deal with employees who have reached the maximum of their pay range. This will aid the Village in the retention of

long term employees who are still productive and valuable to the organization.

L. COMPENSATION METHODOLOGY

The consultant will review the methodology for calculating compensation including regular, incentive, holiday, overtime pay, etc.

M. ANALYSIS/RECOMMENDATIONS - ORGANIZATIONAL STRUCTURE, STAFF ALIGNMENT, AND REPORTING RELATIONS

As a result of the above work functions the Consultant will make appropriate recommendations on organizational structure, staffing alignment, and reporting relationships, if needed.

N. PREPARATION OF REPORT

Cody & Associates, Inc. will prepare and present reports which will include all the details of the project. A separate confidential report will be prepared for bargaining unit positions. The final products will include:

1. Detailed discussion of the methodology used in the study and the ultimate findings (Will be sent in a PDF file, combining Microsoft Word and Excel reports).
2. Recommendations including the Classification Plan and Salary Schedule (sent in PDF, could also send the Excel spreadsheets).
3. Recommended Salary Plan.
4. Job Descriptions. (Under separate cover)
5. Implementation methods and timetable.

O. STAFF AND EMPLOYEE ORIENTATION AND TRAINING

Staff of the Village will receive orientation and training by *Cody & Associates, Inc.* in the following areas:

1. Methodology used in developing the classification system.
2. Job analysis techniques utilizing the Point Factor Job Evaluation System.
3. Principles of the proposed Compensation Plan and how to maintain it.
4. *Cody & Associates, Inc.* will also be on call during the year to assist further in this process.

P. COMMUNICATION/COORDINATION SUMMARY

1. *Cody & Associates, Inc.* will attend a meeting of key management to explain the objectives and approach to the study if desired by the Village.
 2. Employees will be notified of the study and its scope, requesting cooperation.
 3. Our staff will meet individually with all department directors and other management staff to discuss their positions during the course of the Study.
 4. Classifications will be interviewed as required in the RFP.
 5. Input will be received from supervisors during the job analysis step.
-

6. Management staff will be fully informed of the study details.
7. At several points in the study, the Consultant will brief the staff on the progress of the study.
8. Our company will personally present and explain a final report to the staff and assist in communicating the findings and recommendations by working with the staff in developing a written plan.
9. The Consultant will be available to attend all meetings as requested by the Village during the course of the Study.

Q. IMPLEMENTATION AND FOLLOW-UP ASSISTANCE

1. *Cody & Associates, Inc.* will develop a complete implementation plan covering various workable alternative and cost features.
 2. *Cody & Associates, Inc.* will assist the Village during the implementation phase and answer any questions that arise after completion of the project.
 3. *Cody & Associates, Inc.* will have a staff member available to answer any questions for a twelve (12) month period concerning recommendations resulting from the project and provide continuing assistance during this period.
-

V

WORK SCHEDULE

1. **INITIATION DATE**

This Study could be initiated within five (5) days from your notification to proceed.

2. **COMPLETION DATES**

This Study will be completed and submitted no later than August 13, 2013.

3. **PROJECT TIMELINE:**

- a. Introduction and Classification Phase – From 6/17 to 7/5.
- b. Compensation Phase – From 7/8 to 7/26.
- c. Report Preparation Review and Presentation Phase – From 7/29 to 8/13

We can, however, modify our time period to fit the needs of the Village, if requested.

VI

REFERENCES

The following reference list is submitted by *Cody & Associates, Inc.* to represent some of the clients where similar studies (classification/compensation) have been performed within the past year. The Consultant invites you to contact any of the following clients to verify our experience and quality of our work product.

MARTIN COUNTY BOCC

Garry Gierlicz, Administrative Services Division Administrator
2401 S.E. Monterey Rd, Stuart, FL 34996
ggierlicz@martin.fl.us

phone: (772) 221-1320
fax: (772) 223-4812

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Laura Kelley, Deputy Executive Director
4974 ORL Tower Road, Orlando, FL 3280
KelleyL@oocea.com

phone: (407) 690-5000
fax: (407) 690-5011

FT. PIERCE UTILITIES AUTHORITY

Ed Cox, Human Resources Manager
206 S. 6th St., Ft. Pierce, FL 34950
ecox@fpua.com

phone: (772) 466-1600 x3266
fax: (772) 429-2035

CITY OF FERNANDINA BEACH

Robin Marley, HR Director
204 Ash Street, Fernandina Beach, FL 32034
rmarley@fbfl.org

phone: (904) 277-7305
fax: (904) 321-5750

CITY OF GULF BREEZE

Robin Marley, Human Resources Director
204 Ash St., Fernandina Beach, FL 32034
dszymanski@gulfbreeze.fl.gov

phone: (850) 934-5106
fax: (850) 934-5114

TOWN OF SURFSIDE

Mike Crotty, County Manager
9293 Harding Avenue, Surfside FL 33154
mcrotty@townofsurfside.fl.gov

phone: (305) 861-4863

CITY OF MIAMI GARDENS

Taren Kinglee, Human Resources Director
1515 NW 167th St. Miami Gardens, FL 33169
tkinglee@miamigardens-fl.gov

phone: (305) 622-8030

TOWN OF SOUTHWEST RANCHES

Sandy Luongo

13400 Griffin Rd, SWR, FL 33330

sluongo@southwestranches.org

Phone: (954) 343-7476

We are also completing similar studies for cities of Jacksonville Beach, Satellite Beach, and Atlantic Beach.

POSITION DESCRIPTION QUESTIONNAIRE

Cody & Associates, Inc.

MANAGEMENT CONSULTANTS

POSITION DESCRIPTION QUESTIONNAIRE

This form will provide you with the opportunity to describe the kind of work you presently perform. The information will be supplemented by discussions with supervisors and in some cases by interviews with employees at work locations.

PART I: TO BE COMPLETED BY THE EMPLOYEE

1. NAME: _____
(Last) (First) (Middle Initial)

2. OFFICIAL JOB TITLE: _____

3. AGENCY NAME: _____

4. DEPARTMENT: _____ 5. DIVISION: _____

6. IMMEDIATE SUPERVISOR: _____
(Name) (Title)

7. GENERAL DESCRIPTION: (Summarize the Major Duties of Your Job)

8. ESSENTIAL JOB FUNCTIONS: (List only those fundamental job duties and not those that are marginal or secondary. The time spent on each function should be expressed in percentage or fractions of the week, month, or year.)

TIME SPENT

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

9. ESSENTIAL PHYSICAL SKILLS

CHECK THE BLOCKS TO SHOW THE TYPES OF PHYSICAL SKILLS REQUIRED TO PERFORM THE ESSENTIAL JOB FUNCTIONS AND HOW FREQUENTLY THEY OCCUR DURING THE WORK WEEK.

CODE	CONSTANT: VERY FREQUENT: FREQUENT: OCCASIONAL: RARELY:	More than 80% (6½ hours or more per 8 hours per day.) 51% - 79% (4½ - 6 hours per 8 hours day.) 21% - 50% (2½ - 4 hours per 8 hours day.) 6% - 20% (1 - 2 hours per 8 hours day.) 0% - 5% (Less than 1 hour per 8 hours day.)
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TYPES OF PHYSICAL SKILLS	CONSTANT	VERY FREQUENTLY	FREQUENT	OCCASIONAL	RARELY
Heavy lifting (45 pounds and over)					
Moderate lifting (15 to 44 pounds)					
Light lifting (under 15 pounds)					
Heavy carrying (45 pounds and over)					
Moderate carrying (15 to 44 pounds)					
Light carrying (under 15 pounds)					
Reaching above shoulder					
Use of fingers					
Both hands required					
Climbing (use of legs and arms)					
Climbing (legs only)					
Good near vision					
Good distant vision					
Both eyes required					
Depth perception					
Distinguishing basic colors					
Distinguishing shades of colors					
Good hearing (with hearing aid)					
Good hearing (without hearing aid)					
Straight pulling					
Pulling hand over hand					
Pushing					
Walking					
Standing					
Crawling					
Kneeling					
Bending					
Balancing					
Smelling					
Tasting					
Stooping					
Jumping					
Running					
Throwing					
Driving (cars, small vans, pick-ups, etc.)					
Driving/operating heavy equipment, etc.					

OTHER (List below):

10. ENVIRONMENTAL CONDITIONS

CHECK THE BLOCKS TO SHOW THE ENVIRONMENTAL CONDITIONS UNDER WHICH YOU PERFORM THE ESSENTIAL JOB FUNCTIONS AND HOW FREQUENTLY THEY OCCUR DURING THE WORK WEEK.

CODE	CONSTANT: VERY FREQUENT: FREQUENT: OCCASIONAL: RARELY:	More than 80% (6½ hours or more per 8 hours per day.) 51% - 79% (4½ - 6 hours per 8 hours day.) 21% - 50% (2½ - 4 hours per 8 hours day.) 6% - 20% (1 - 2 hours per 8 hours day.) 0% - 5% (Less than 1 hour per 8 hours day.)
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TYPES OF ENVIRONMENTAL CONDITIONS	CONSTANT	VERY FREQUENTLY	FREQUENT	OCCASIONAL	RARELY
Works inside					
Works outside					
In heat					
In cold					
In high humidity					
In dampness or chilliness					
In dry conditions					
In or with noisy conditions					
In darkness - Where?					
In or with dusty conditions					
With Silica, Asbestos, etc.					
With fumes or gases					
With chemicals - What types?					
With solvents - What types?					
With grease or oils					
With radiant energy					
With electrical energy					
On slippery surfaces					
On uneven surfaces					
In or with moving objects					
In or with moving vehicles					
On or with ladders/scaffolding					
At heights above ground level up to _____ feet					
Below grounds level (ditches, tunnels, etc.)					
With feet, legs, or hands in water					
With explosives					
With vibrations					
Working closely with others					
Working alone					
With poor lighting - Where?					
With poor ventilation - Where?					
With odors - Where?					

OTHER: (Describe any other conditions not covered above in this block)

WORK HAZARDS:

SAFETY EQUIPMENT USED OR NEEDED:

11. OTHER JOB FUNCTIONS: (List all other job tasks which are not included in the Essential Job Function List. Show the amount of time spent on each function.)

TIME SPENT

12. Number of people you supervise? List name and titles. (If over 7, list title only.)

13. Scheduled hours worked per week? _____ (Hours)

14. Machines/equipment used regularly in your work and average times daily.

EQUIPMENT	TIME	EQUIPMENT	TIME	EQUIPMENT	TIME

The forgoing statements on this form are complete and accurate to the best of my knowledge.

EMPLOYEE SIGNATURE: _____ **DATE:** _____

PART II: TO BE COMPLETED BY THE SUPERVISOR

- 1. Indicate if you agree or disagree with the list of Essential Job Functions as stated by the employee. If you disagree, explain why.**

- 2. List any Essential Job Functions which may have been omitted by the employee. Indicate time spent on each function.**

- 3. Denote additions or modifications to the employee's statements relating to Essential Physical Skills and Environmental Conditions and any other section completed by the employee.**

- 4. List the Knowledge, Abilities and Skills needed to perform the Essential Job Functions of this positions:**

Knowledge:

Abilities:

Skills:

5. State the minimum qualifications needed to perform the Essential Job Functions of this positions:

Education:

Experience: (Length in years and type of)

Licenses, Certifications, or Registrations:

SUPERVISOR: _____ **DATE:** _____
Name Title

PART III: STATEMENT OF DEPARTMENT OR OTHER ADMINISTRATOR

SIGNATURE: _____ **DATE:** _____

JOB ANALYST NOTES AND COMMENTS:

